



Robert G. Atkins
Interim Agricultural Commissioner/
Director of Weights and Measures

COUNTY OF LOS ANGELES

**Department of
Agricultural Commissioner/
Weights and Measures**

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.co.la.ca.us>

September 14, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A COOPERATIVE AGREEMENT WITH THE UNITED STATES
DEPARTMENT OF AGRICULTURE FOR THE CONTINUED ADMINISTRATION OF
THE FEDERALLY-FUNDED NURSERY PEST MITIGATION PROGRAM
(ALL DISTRICTS) (3-VOTES)**

RECOMMENDATION:

Approve and instruct the Chair to sign the attached cooperative agreement #04-8500-0777-CA with the United States Department of Agriculture Animal and Plant Health Inspection Service (USDA-APHIS) authorizing the Department of Agricultural Commissioner/Weights and Measures (Department) to continue the administration of a \$2.0 million federally-funded, pass-through Nursery Pest Mitigation Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval of the action will provide fiscal relief to local plant nurseries that ship live plants to areas not infested with Glassy-winged Sharpshooter (GWSS), as they are reimbursed for a portion of their costs related to the treatment, inspection, trapping, and special handling of nursery stock and mitigation of the GWSS. The Nursery Pest Mitigation Program was developed to reimburse County nurseries for expenses incurred for mitigation of the GWSS.

GWSS feed on many plants. When GWSS feed on grapevines they may transmit a bacteria known as Pierce's Disease, that destroys the vines. This disease has caused approximately 40 percent vine destruction in the Temecula Wine Region of California. The State has implemented a strict regulatory program to prevent the movement of infested plants to Northern California. The shipping nurseries have in good faith participated in this program, but at their own expense.

Ornamental plants are also used as a food source for this disease-spreading insect. The ornamental plant industry in Southern California ships a variety of landscape plants to wholesale and retail outlets in Northern California that are located adjacent to high value grape growing areas. The potential for these shipments to create a pathway for moving GWSS into these grape growing areas presents a major concern for grape growers. The most expedient method to prevent the spread of GWSS is to treat these ornamental plants in the nursery prior to shipment. This cooperative agreement was developed specifically to reimburse growers for a portion of their treatment costs to mitigate this devastating insect vector.

Implementation of Strategic Plan Goals:

This cooperative agreement supports the County's goals of Service Excellence and Fiscal Responsibility. Administering the Nursery Pest Mitigation Program will provide a service to plant nurseries and as a result, the County will receive revenue for services rendered.

FISCAL IMPACT:

There is no impact to the General Fund, as the Department will be reimbursed for the full cost to administer this federally-funded Nursery Pest Mitigation Program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On August 19, 2003, your Board approved cooperative agreement #03-8500-0777-CA with USDA-APHIS to administer the Nursery Pest Mitigation Program. Under the recommended agreement, the Department will continue to administer the \$2.0 million federally-funded, pass-through program and process disbursements of federal funds to local nurseries in accordance with the terms and conditions. The eligibility period for disbursements under the recommended agreement is February 1, 2004 through January 31, 2005. The agreement may be amended at any time by mutual agreement of the parties in writing.

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A letter and all associated documents provided by USDA-APHIS will be mailed to California nurseries, advising them of the program and extending an opportunity to sign up for partial reimbursement of expenses associated with mitigation of the GWSS.

Each nursery wishing to participate in this program must complete and submit certain documentation and cost data.

The Department has determined that the Living Wage Program (County Code, Chapter 2.201) does not apply.

The cooperative agreement has been reviewed by County Counsel and approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Administering this program is not expected to reduce current services or projects. The proposed reimbursements are expected to benefit the State's plant nursery certifications.

CONCLUSION:

When approved, please return to this Department (4) signed copies along with the minute order authorizing the Chair to sign.

Respectfully submitted,

Robert G. Atkins
Interim Agricultural Commissioner/
Director of Weights and Measures

RGa:RAR:JWG:jwg

Attachments:

c: Chief Administrative Officer
CAO Analyst
County Counsel

USDA, APHIS Agreement #	04-8500-0777-CA
Cooperator Agreement #	
Cooperator Tax Id #	95-6000927
Expiration Date	January 31, 2005

CONTINUATION
OF
NOTICE OF **COOPERATIVE AGREEMENT AWARD**
BETWEEN THE
COUNTY OF LOS ANGELES (COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE (APHIS)

Under the provisions of Article 17 of Notice of Cooperative Agreement Award 03-8500-0777-CA, the Glassy-winged Sharpshooter programs are hereby continued for Federal Fiscal Year 2004. The terms and conditions of this Agreement are presented in their entirety below.

ARTICLE 1

The purpose of this Agreement is to provide Federal financial assistance to conduct survey activities that will provide specific information to the Cooperator, APHIS, and other interested parties for Glassy-winged Sharpshooter programs.

ARTICLE 2

The Secretary is authorized under the Plant Protection Act, 7 USC 7701-7772, (Public Law 106-224), to cooperate with other Federal agencies or entities, States or political subdivisions of States, national governments, local governments of other nations, domestic or international organizations, and other persons to carry out operations or measures to detect, control, eradicate, suppress, prevent, or retard the spread of plant pests and noxious weeds.

ARTICLE 3

The cooperating parties agree to/that:

a. The **Work Plan** and **Financial Plan for each Program/Function** developed by the **Cooperator** and APHIS are incorporated into this **Agreement** by reference.

b. The provisions of this **Agreement** will not replace functions that are being conducted by the **Cooperator** but will supplement those activities and increase program benefits to all parties.

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c. The employee(s) responsible for this work will be under the general program direction of the **Cooperator and APHIS**. Supervision of personnel will be provided by their employing organization, and they will be subject to their employing organization's rules and regulations.

d. APHIS will provide, through loan, the use of APHIS owned property and equipment, including bait spreaders, sprayers and ATVs to be used by the cooperator.

e. A physical inventory of all Federally-owned equipment loaned to the Cooperator will be made, by APHIS, at least annually. Periodic reviews will be made as deemed necessary by APHIS.

f. The Cooperator shall be responsible for all maintenance, repairs and liability for any Federally-owned property while on loan from APHIS.

g. Any lost, stolen, destroyed, or damaged federally owned property must be reported to the APHIS State Office, for completion, as applicable, of a Report of Transfer or Other Disposition or Construction of Property (Form AD-107) or a Report of Unserviceable, Lost, or Damaged Property, (Form Ad-112).

ARTICLE 4

The **Cooperator** agrees to/that:

a. Designate in writing to APHIS the **Cooperator's** authorized representative who shall be responsible for collaboratively administering the activities conducted under this **Agreement**.

b. Furnish personnel, as required, to accomplish the survey activities outlined in the **Work Plan and Financial Plan**.

c. Provide funds as partial payment of expenditures incurred in carrying out the terms of this **Agreement** in accordance with the **Work Plan and Financial Plan**.

d. Submit to APHIS' authorized representative **semiannual** accomplishment reports on program activities outlined in the **Work Plan and Financial Plan**. The reports will be used by APHIS to verify compliance with provisions of this **Agreement**. These reports are due **no later than 30 days** after the end of the third Federal fiscal quarter and the final report which is due **no later than 90 days** after the **Agreement** expires or terminates.

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e. Submit to APHIS' authorized representative a properly certified **semiannual** Financial Status Report, SF-269, **no later than 30 days** after the end of the third Federal fiscal quarter and a final SF-269 **no later than 90 days** after the **Agreement** expires or terminates. Any requests for an extension of time to submit the SF-269 must be made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit the SF-269 are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing. **A separate SF-269 will be required for each Grant Program/Function identified in Section B, Budget Categories, of the SF-424A, Budget Information, OR a supporting breakout on a separate sheet to reflect each Program/Activity reported in the consolidated total reflected on a single SF-269 can be provided.**

f. Treat any program income derived under this **Agreement** using the Deduction Alternative in accordance with the provisions of 7 CFR 3016.25(g)(1) or 7 CFR 3019.24(b)(3), as applicable, which provides for a decrease in the financial contributions of each cooperating party to this project.

g. Submit to APHIS a properly certified Request for Advance or Reimbursement, SF-270, when requesting payment for expenditures. A payment request may be submitted quarterly or more frequently; however, advance of funds will be made by APHIS in increments as indicated under 11.j of the SF-270 to cover monthly disbursement needs. **The SF-270 will reflect separate requests in columns a through c of Block 11 in direct relation to the Grant Programs/Activities identified in Columns 1 through 4 of Section B, Budget Categories, of the SF-424A, Budget Information.**

h. Enroll in Vendor Express to receive electronic funds transfers of all payments requested on the SF-270 by contacting the United States Department of Agriculture, National Finance Center on (800) 421-0323 or (504) 255-4647. **Cooperators** without accounts at financial institutions can request waivers due to hardship because of physical or geographical barrier.

i. APHIS may withhold payments called for in Article 5.b under the conditions outlined in 7 CFR 3016.21(g) or 7 CFR 3019.22(h).

j. Comply with 7 CFR 3017, Subpart C to ensure that any sub recipients that carry out the provisions of this agreement and are not debarred or suspended. Sub recipients are required to disclose if they, or any of their principals, are presently excluded or disqualified.

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k. Comply with and enforce the requirements for a drug-free workplace as mandated in 7 CFR 3021, "Governmentwide Requirements for Drug-Free Workplace".

l. When transmit frequency determining devices (transmitters) are owned by the Federal Government, the Federal Government will have responsibility for frequency support (frequency authorizations for fixed locations). If **Cooperator**-owned devices are provided, it will be the **Cooperators** responsibility to obtain frequency support by application to the Federal Communications Commission for use of government frequencies, or to obtain non- government frequencies. All radio equipment will be maintained to original factory technical specifications. Mobile radio equipment removed from service will be kept at a central location with notification made to the designated Federal official. Notification of any changes, relocation, or removal of base stations or repeater stations in the system will be made to the APHIS Radio Communications Manager at Lakewood, Colorado, who will be available for technical guidance and, if needed, make periodic trips to monitor the system.

m. Submit to APHIS' designated Federal official all property management and accident reports

n. Lost, stolen, destroyed, or damaged Federally-owned vehicles and property must be reported to APHIS program office for completion of a Report of Unserviceable, Lost, Stolen, or Damaged Property, AD Form 112.

o. All personal property including bait spreaders and ATVs on loan by APHIS will be subject to recall by APHIS in the event the property is necessary to conduct other programs of APHIS. APHIS will provide at least a 30-day notice when recalling vehicles in order to prevent disruption of ongoing program activities.

p. Provide routine maintenance and repair all damages to Federally-owned property, less normal wear and tear, except that which replacement costs are reimbursable to APHIS.

q. The value of any Federally-owned property determined by APHIS' Field Servicing Office, Accounting and Property Services, to be totally destroyed will be billed to the Cooperator or designated insurance company for the fair market value. The costs of storage and any other costs associated with the disposition of the property, less salvage value, will be billed to the Cooperator.

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r. Indemnify and hold harmless the United States, its officers, agents, and employees, from and against any and all liability, damage, loss, cost and expense, which may accrue to or be sustained by the United States, its officers, agents, or employees, on account of any claim, suit, or action, made or brought against the United States, its officers, agents, or employees, for the death of or injury to persons, or damage to or destruction of property sustained in connection with this Agreement, except any negligent or wrongful disregard of human rights, safety, or property, perpetrated by the United States, its agencies, subdivisions, officers, agents or employees.

ARTICLE 5

APHIS agrees to/that:

- a. Designate in writing to the **Cooperator** APHIS' authorized representative who shall be responsible for collaboratively administering the activities conducted under this **Agreement**.
- b. Provide funds on an advance or reimbursable basis as partial payment of allowable, agreed-to costs incurred by the **Cooperator** in carrying out the terms of this **Agreement** in accordance with the **Work Plan and Financial Plan**.
- c. Make advance payments, if requested by the **Cooperator**, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF-270.
- d. Provide personnel and other resources to carry out its survey responsibilities as outlined in the **Work Plan and Financial Plan**.
- e. Assist the **Cooperator** in selecting qualified candidates to perform activities outlined in the **Work Plan and Financial Plan** and provide general program direction to employees assigned to the cooperative endeavor. However, the assigned employees will remain subject to the **Cooperator's** rules and regulations.
- f. Provide special training to carry out assignments, as mutually deemed necessary.

ARTICLE 6

This **Agreement** is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This **Agreement** also may be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

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ARTICLE 7

Actual costs incurred for unemployment insurance or equitable contributions made to a self-insured unemployment fund are allowable. APHIS does not allow payment of costs incurred for unemployment claims.

ARTICLE 8

Under 41 USC 22, no member of or delegate to Congress shall be admitted to any share or part of this **Agreement** or to any benefit to arise therefrom.

ARTICLE 9

As a condition of this award, the cooperator agrees to comply with the requirements contained in the United States Department of Agriculture's "Uniform Federal Assistance Regulations", 7 CFR 3015; "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 7 CFR 3016; and/or "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", 7 CFR 3019; in addition to "Governmentwide Debarment and Suspension (Non-Procurement)", 7 CFR 3017; "Governmentwide Requirements for Drug-Free Workplace", 7 CFR 3021; "New Restrictions on Lobbying", 7 CFR 3018; and Office of Management and Budget regulations governing "Controlling Paperwork Burdens on the Public", 5 CFR 1320.

ARTICLE 10

APHIS reserves the right to transfer title to any equipment purchased partially or fully by the **Cooperator** under this **Agreement** with Federal funds within 120 days after this **Agreement** expires or terminates.

ARTICLE 11

The **Cooperator** has the explicit duty of notifying APHIS' authorized representative, in writing, prior to the time of application for any patent or invention which is paid for in any manner or any percentage of funds provided by APHIS. This duty is not limited to the period during the **Agreement**, but may arise at any time during or subsequent to the **Agreement**. APHIS reserves to itself a royalty-free, nonexclusive, and irrevocable right to use and authorize others to use the product or invention produced under this **Agreement** for Government purposes. APHIS also retains the ability to force utilization of the patented invention by designating licenses in any field of use where the patentee has failed to act with reasonable diligence.

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Any royalties or equivalent income earned during the effective period of this **Agreement** on patents or inventions derived under this **Agreement** shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1) or 7 CFR 3019.24(b)(3) as applicable.

ARTICLE 12

APHIS reserves a royalty-free, nonexclusive, and irrevocable license to exercise, and to authorize others to exercise, the rights for Federal government purposes to copyrighted materials developed under this **Agreement**. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. The **Cooperator** shall ensure that no agreement is entered into for transferring the rights which would conflict with the nonexclusive license of APHIS.

Any royalties or equivalent income earned during the effective period of this **Agreement** on copyrighted material derived under this **Agreement** shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1) or 7 CFR 3019.24(b)(3) as applicable.

ARTICLE 13

The final draft of any funded publication or audiovisual must be submitted by the **Cooperator** to APHIS' authorized representative prior to final printing, editing or release of the product so that APHIS can make a determination as to whether APHIS' participation in the project will be acknowledged. APHIS, furthermore, may require that the **Cooperator** modify or purge any acknowledgment of its support for activities conducted under this **Agreement** as a result of its review of a final draft. If APHIS has not responded within 30 days of receipt of the draft, the **Cooperator** will be free to proceed with publication without an acknowledgment. In the event that APHIS elects not to acknowledge the product, the **Cooperator** agrees not to attribute sponsorship by APHIS by any means including, but not limited to, publications, interviews, new releases, etc. When an acknowledgment is desired by APHIS, unless otherwise instructed by APHIS, the statement shall read: 'This material was made possible, in part, by a **Cooperative Agreement** from the United States Department of Agriculture's Animal and Plant Health Inspection Service (APHIS). It may not necessarily express APHIS' views. Additionally, any other acknowledgment by the **Cooperator** of APHIS' support shall have the express written permission of APHIS through its representative designated under this **Agreement**.

ARTICLE 14

The **Cooperator** agrees to comply with the requirements of 41 CFR 101-38.301-1 (41 CFR 102-34 Subpart C) and vehicle usage policy as stated in the APHIS Motor Vehicle

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Fleet Management Manual. The **Cooperator** further agrees to indemnify the United States of America for any and all property damage and personal injury caused by the **Cooperator's** employees resulting from use of said vehicles, and further agrees to save and hold harmless the United States of America from any and all claims for such property damage and personal injury caused by the **Cooperator's** employees. The **Cooperator** further agrees to reimburse the United States of America by and through APHIS for any property damage to any Federally owned or leased vehicles, less normal wear and tear, which may occur through the use of said vehicles under this **Agreement**.

ARTICLE 15

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act for the current Federal fiscal year, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

ARTICLE 16

The funding period mentioned in this **Agreement** constitutes the time when Federal funding is available for obligation by the **Cooperator**. Any funds not obligated by the **Cooperator** during the funding period will revert to APHIS upon the expiration or termination of this **Agreement**. APHIS limits the funding period for **Agreements** to no more than one year, including the period during which pre-award costs are incurred. Any **Agreement** funded by APHIS for less than one year may be extended by APHIS in writing, while still in the current **Agreement** funding period, up to the full year, upon written request of the **Cooperator**. Additionally, APHIS may, upon written request to APHIS by the **Cooperator**, extend the due date for any financial or progress reports, as required under this **Agreement** and supporting Federal Regulations, for a period of time to be determined by APHIS.

ARTICLE 17

No person in the United States shall, on the ground of race, color, national origin, sex, age, religion, political beliefs, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives Federal financial assistance. Not all prohibited bases apply to all programs.

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ARTICLE 18

The Federal award for this **Agreement** is in the amount of \$2,000,000.00. It shall become effective February 1, 2004, and shall continue through January 31, 2005, subject to continuation in writing by mutual agreement of the parties. Further, this **Agreement** may be amended at any time by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3016 or 7 CFR 3019, as applicable.

COUNTY OF LOS ANGELES

Insert name and title	Date
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UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

James R. Reynolds	Date
Regional Director	
Western Regional Director, PPQ	

411 8500 381 = \$2,000,000